

(3) *Except as provided in subsection (4) a security agreement may provide that collateral, whenever acquired, shall secure all obligations covered by the security agreement.*

(4) *No security interest attaches under an after-acquired property clause*

(a) *to crops which become such more than one year after the security agreement is executed except that a security interest in crops which is given in conjunction with a lease or a land purchase or improvement transaction evidenced by a contract, mortgage or deed of trust may if so agreed attach to crops to be grown on the land concerned during the period of such real estate transaction;*

(b) *to consumer goods other than accessions (Section 9—314) when given as additional security unless the debtor acquires rights in them within ten days after the secured party gives value.*

(5) *Obligations covered by a security agreement may include future advances or other value whether or not the advances or value are given pursuant to commitment.*

**9—205. Use or Disposition of Collateral Without Accounting Permissible.**

*A security interest is not invalid or fraudulent against creditors by reason of liberty in the debtor to use, commingle or dispose of all or part of the collateral (including returned or repossessed goods) or to collect or compromise accounts, contract rights or chattel paper, or to accept the return of goods or make repossessions, or to use, commingle or dispose of proceeds, or by reason of the failure of the secured party to require the debtor to account for proceeds or replace collateral. This section does not relax the requirements of possession where perfection of a security interest depends upon possession of the collateral by the secured party or by a bailee.*

**9—206. Agreement Not to Assert Defenses Against Assignee; Modification of Sales Warranties Where Security Agreement Exists.**

(1) *Subject to any statute or decision which establishes a different rule for buyers or lessees of consumer goods, an agreement by a buyer or lessee that he will not assert against an assignee any claim or defense which he may have against the seller or lessor is enforceable by an assignee who takes his assignment for value, in good faith and without notice of a claim or defense, except as to defenses of a type which may be asserted against a holder in due course of a negotiable instrument under the Sub-title on Commercial Paper (Sub-title 3). A buyer who as part of one transaction signs both a negotiable instrument and a security agreement makes such an agreement.*

(2) *When a seller retains a purchase money security interest in goods the Sub-title on Sales (Sub-title 2) governs the sale and any disclaimer, limitation or modification of the seller's warranties.*

**9—207. Rights and Duties When Collateral is in Secured Party's Possession.**

(1) *A secured party must use reasonable care in the custody and preservation of collateral in his possession. In the case of an instru-*